

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-191
Agenda No. 10.Z.9
Approved: FEB 28 2018
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO SMART CITY MEDIA, LLC FOR NETWORKED PUBLIC INFORMATION KIOSKS IN JERSEY CITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City ("City") is seeking to provide free public wireless internet access and community information such as emergency announcements, events, and transit throughout the City; and

WHEREAS, the City requires the services of a qualified consultant with specific expertise relating to public information kiosks to provide the above listed services and achieve the above listed objectives; and

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Jersey City Council approved Resolution 17-803 on October 11, 2017, authorizing the use of competitive contracting to award a concession contract for the construction and operation of kiosks at various locations throughout the City; and

WHEREAS, the City publicly advertised a Request for Proposals ("RFP") and received two proposals on December 17, 2017; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared the report attached hereto recommending that the contract be awarded to Smart City Media, LLC., located at 54 West 40th Street, New York, NY, 10018 as best meeting the City's needs; and

WHEREAS, Smart City Media, LLC, has agreed to provide and deliver products and services in the manner specified by the City; and

WHEREAS, the term of the contract is three years, at no cost to the City, with 25% of gross advertising revenues to be paid to the City; and

WHEREAS, it is estimated that as a result of awarding this concession, the City will receive net annual revenue of approximately \$147,875 from advertising revenue from the kiosks; and

WHEREAS, the City Purchasing Agent has certified that they consider the said proposal to be fair and reasonable; and

WHEREAS, because the kiosks will be constructed and operated by Smart City Media, LLC at no cost to the City, a certification of funding pursuant to N.J.S.A. 40A:4-57 is not required for this resolution.

City Clerk File No. Res. 18-191Agenda No. 10-Z-9 FEB 28 2018

TITLE:

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a concession contract is awarded to Smart City Media, LLC, to provide the City with networked public information kiosks;
2. The concession contract is awarded at no cost to the City for a term of three years;
3. 25% of the gross advertising revenue generated by the kiosks under this contract shall be paid to the City;
4. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;
5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
6. Notice of this action shall be published in a newspaper of general circulation within the municipality with 10 days of this award;
7. The award of this contract shall be subject to the condition that Smart City Media, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | 2.28.18 | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|---------|--|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ABSENT | | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO SMART CITY MEDIA FOR NETWORKED PUBLIC INFORMATION KIOSKS IN JERSEY CITY

Initiator

| | | |
|---------------------|---------------------|------------------------|
| Department/Division | Office of the Mayor | Bureau of Innovation |
| Name/Title | Brian Platt | Director of Innovation |
| Phone/email | BPlatt@jenj.org | 201-988-2432 |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

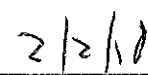
Resolution Purpose

Awards contract to install networked public information kiosks across Jersey City. This contract was procured through competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq. which included a public Request for Proposals (RFP) issued November 9, 2017. 2 proposals were received in response to this RFP.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF INNOVATION

CITY HALL | 280 GROVE STREET | RM 213 | JERSEY CITY, NJ 07302
P: 201 547 6587

To: Council President and Council Members

From: Brian Platt, Director, Office of Innovation

Date: January 10, 2019

RE: Memo of Recommendation of Award for Contract for Networked Public Information Kiosks

After a fair and open Request for Proposals (RFP) for a vendor to provide substantially improved and less expensive waste and recycling receptacles, the evaluation committee unanimously recommends Smart City Media be awarded the contract to provide networked public information kiosks.

What was the process for issuing this RFP?

The municipal council approved Resolution 17-803 authorizing concession contracting for this RFP on October 11, 2017. The RFP was released on November 9, 2017 and closed on December 7, 2017 with 2 proposals received, one from Smart City Media and one from Intersection. The evaluation committee (comprised of **Brian Platt** and **Arjun Janakiram** from the Office of Innovation, **Annisia Cialone** from Division of Planning, and **Bernadette Kucharczuk** from the Division of Information Technology) reviewed the responses and selected Smart City Media, based on its extensive experience, comprehensive project plan, and revenue to be provided to the City for this engagement.

What will the contract cost the city?

The total price of the contract is a flat fee of \$0. Once the contract is executed, the project is expected to take approximately 90 days to install kiosks throughout the City in locations to be approved by City officials. The kiosks include advertising space and the City will be paid 25% of gross advertising revenue per kiosk per year during the contract term which is three (3) years. The City has options to renew the contract for up to two (2) additional one (1) year terms. The estimated total revenue for the City each year during the contract term is \$147,825.

What were the evaluation criteria?

Required Format - 13 points

Prior Experience and References - 7 points

Specifications of Receptacles - 40 points

Proposal Amount - 20 points
Project Plan and Timeline - 15 points
Diversity and EEO - 5 points
Total maximum points- 100 points

Who served on the evaluation committee?

Brian Platt, Office of Innovation, Mayor's Office
Arjun Janakiram, Office of Innovation, Mayor's Office
Annisia Cialone, Division of Planning, Department of Housing, Economic Development, and Commerce
Bernadette Kucharczuk, Division of Information Technology, Department of Administration

What were the final scores of the evaluations?

| | Intersection | Smart City Media |
|----------------|--------------|------------------|
| B Platt | 71.17 | 96.67 |
| A Janakiram | 46 | 68 |
| A Cialone | 51 | 57.17 |
| B Kucharczuk | 38.83 | 84.17 |
| Average | 51.75 | 76.5 |

Summary of Responses in Ranked Order:

1. Smart City Media – 76.5 (average of all scores)

Smart City Media submitted a detailed proposal with adequate visualizations, a map of proposed locations, work samples and references. It has public sector experience, having completed similar projects for cities all over the United States. Smart City Media's proposal detailed the functionality of the kiosk and clearly explained use of advertising space.

Smart City Media's proposal provided a detailed revenue sharing breakdown with favorable terms for the City. Additionally, Smart City Media's proposed the maximum of 50 locations, with a timeline for installation. The physical design of the Smart City Media kiosk was considered intuitive and user-friendly. Kiosks provided additional functionality such as security cameras and pedestrian counting which the City may find useful.

2. Intersection – 51.75 (average of all scores)

Intersection submitted a proposal with work examples, adequate drawings and visualizations, and references. Intersection has deployed kiosks in the high-profile LinkNYC project and has an active contract with NJTransit.

Intersection's proposal did not include a detailed map of locations, nor any cost sharing. The anticipated revenue to the City would be \$0. Intersection proposed a contract term of 7 years, beyond the anticipated term of five years, and did not include a project timeline. The design of Intersection's kiosks was considered less user-friendly, though appearance and materials were

judged to be of high quality. Intersection's proposal included outreach to local business owners to interface more effectively with kiosks.

Why was Smart City Media chosen?

Smart City Media's proposal was judged favorably by all evaluators. Smart City Media's proposal provided a revenue share to the City, while offering similar base functionality as well as additional functionality. Smart City Media's design was judged to be more intuitive than Intersection's. Smart City Media included a map of all 50 proposed locations, while Intersection did not include any locations beyond the 14 required in the RFP.

Smart City Media's prior public sector experience was judged to be equal to or more extensive than Intersection's. Smart City Media's proposal also included a project timeline, while Intersection's did not.

Sincerely,

Brian Platt
Director, Office of Innovation

Enclosures:
Completed Evaluation Rubrics
Certifications of No Conflict of Interest

AGREEMENT

AGREEMENT made this ____ day of _____, 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and SMART CITY MEDIA, LLC ("Smart City" or "Contractor"), 54 West 40th Street, New York, New York 10018

WHEREAS, the City of Jersey City ("City") is seeking to have public information kiosks installed throughout the City that will provide free public wireless internet access and community information such as emergency announcements, events, and transit information; and

WHEREAS, Resolution 17-803, approved by the Municipal Council on October 11, 2017, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract for the installation and operation of public information kiosks at various locations throughout the City; and

WHEREAS, a Request for Proposals was advertised and the City received proposals from two vendors; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to Smart City; and

WHEREAS, Resolution _____ approved on _____, 2018 authorized this Agreement between the City and Smart City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with public information kiosks at various locations throughout the City at no cost to the City.

ARTICLE II

Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B"), which are attached

hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.

2. The contract term is three (3) years beginning within sixty (60) days of the award by the Municipal Council (Base Term). The City shall have options to renew the contract for up to two (2) additional one (1) year terms. The City shall send written notice of its decision to renew the contract thirty (30) days prior to the expiration date of the Base Term contract. The renewal of the contract shall be on the same terms and conditions as the Base Term contract.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III

Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. The Contractor shall install and maintain the public information kiosks at no cost to the City. In consideration for the award of this concession, the Contractor shall pay the City a concession fee which shall be twenty-five (25) percent of the Contractor's monthly gross advertising revenue generated by the kiosks. The concession fee shall be paid within thirty (30) day after the end of each calendar month. The Contractor shall include with its concession fee payment a monthly report showing the revenue for the period. During the contract term and for the three (3) year period following the termination date of the contract, the Contractor shall keep and maintain in a manner consistent with accepted accounting practices, complete accurate records and documents pertaining to the kiosk advertising revenue. The City shall have the right to audit all such records at any time and from time to time during the contract term at the expense of the City.

ARTICLE V
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Contractor with not less than two million dollars (\$2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

C. Automobile Liability Coverage: covering as insured Contractor with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000

E. Cyber Liability in amount of two million dollars (\$2,000,000) each incident and in aggregate.

F. Umbrella Policy in the amount of two million dollars (\$2,000,000) above the General Liability, Automobile Liability, and Employer's Liability.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of insurance upon execution of this Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination

This Agreement may be terminated pursuant to the provisions set forth in Section 7.9 of the RFP.

ARTICLE VII
Indemnity

The Contractor shall indemnify, defend and hold harmless the City from and against all claims, damages, losses and expenses, arising out of or resulting from any conduct or activity contemplated within this Agreement attributable to the Contractor, including construction, maintenance, advertisement and subsequent use, provided that any such claim, damage, loss or expense which results in bodily injury, sickness, disease or death or to injury or to destruction of tangible or intangible property, including the loss of the use resulting therefore, which was caused in whole or in part by any negligent act of commission or omission by the Contractor, or its subcontractor or anyone directly or indirectly employed by any of them, or anyone whose acts, any of them might be liable for, shall render the Contractor responsible.

ARTICLE VIII
Entire Agreement

1. This Agreement constitutes the entire agreement among the Cities and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE IX
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE X
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

ARTICLE XI
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "C" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XII
New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New

personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XIII
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Robert Kakoleski, Acting Business
Administrator

Attest:

Smart City Media, LLC

RR
1-29-18

EXHIBIT A

ON FILE WITH PURCHASING AGENT

2.50

EXHIBIT B

ON FILE WITH PURCHASING AGENT

EXHIBIT C

"C"
EXHIBIT X (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

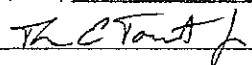
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Tom Touchet, President & CEO

Representative's Signature: 

Name of Company: Smart City Media

Tel. No.: 212-217-2787

Date: 12/01/17

Annisia Cialone

| Kiosk RFP Response Evaluations | | Intersection | Smart City |
|---|--|--------------|--------------|
| (Fill in 0-2 for each box, do not fill in grey rows) | | Media | |
| REQUIRED FORMAT (13 pts) | | 11.5 | 12.0 |
| Title page | | 2.00 | 2.00 |
| Table of contents | | 2.00 | 2.00 |
| Executive Summary | | 2.00 | 2.00 |
| Background | | 2.00 | 2.00 |
| Scope of Services | | 2.00 | 2.00 |
| Organization | | 2.00 | 2.00 |
| City Responsibilities | | 2.00 | 2.00 |
| Staffing | | 2.00 | 2.00 |
| Assumptions | | 2.00 | 2.00 |
| Advertising Revenue and Proposal Amount | | 2.00 | 2.00 |
| Project plan and timeline | | 1.00 | 2.00 |
| References | | 2.00 | 2.00 |
| Appendices/other | | | |
| PRIOR EXPERIENCE AND REFERENCES (7 pts) | | 7.0 | 3.5 |
| | | 2.00 | 1.00 |
| SPECIFICATIONS OF KIOSKS (40 pts, 10 each) | | 25.0 | 25.0 |
| Kiosk Design | | 2.00 | 1.00 |
| Required Services | | 2.00 | 2.00 |
| Proposed locations | | 1.00 | 2.00 |
| Additional services and data usage agreement | | 0.00 | 0.00 |
| PROPOSAL AMOUNT (20 pts) | | 0.0 | 6.7 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component | | 0.00 | 0.00 |
| Cost appropriate to scope of project | | 0.00 | 0.00 |
| Advertising revenue commission provided to the city | | 0.00 | 2.00 |
| PROJECT PLAN AND TIMELINE (15 pts) | | 5.0 | 10.0 |
| Project plan | | 0.00 | 0.00 |
| Timeline | | 0.00 | 2.00 |
| Maintenance | | 2.00 | 2.00 |
| DIVERSITY AND EEO (5 pts) | | 2.5 | 0.0 |
| Diversity and EEO | | 1.00 | 0.00 |
| Total Score | | 51.00 | 57.17 |
| RANK | | 2 | 1 |

INSTRUCTIONS:

Evaluate each proposal based upon the criteria listed in column A. Rate each element by assigning the proposal 0 (does not meet expectations), 1 (meets some expectations), or 2 (meets all expectations) in the column associated with the proposal. Do not fill in numbers in any of the grey or black cells. Proposals are ranked automatically.

NYC, London, Hoboken, Philadelphia

19 city contracts(4 transportation)
Kansas City

No project plan provided by either respondents

Kiosk RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| | Intersection | Smart City Media |
|---|--------------|------------------|
| REQUIRED FORMAT (13 pts) | 11.5 | 12.0 |
| Title page | 2.00 | 2.00 |
| Table of contents | 2.00 | 2.00 |
| Executive Summary | 2.00 | 2.00 |
| Background | 2.00 | 2.00 |
| Scope of Services | 2.00 | 2.00 |
| Organization | 2.00 | 2.00 |
| City Responsibilities | 2.00 | 2.00 |
| Staffing | 2.00 | 2.00 |
| Assumptions | 2.00 | 2.00 |
| Advertising Revenue and Proposal Amount | 2.00 | 2.00 |
| Project plan and timeline | 1.00 | 2.00 |
| References | 2.00 | 2.00 |
| Appendices/other | | |
| PRIOR EXPERIENCE AND REFERENCES (7 pts) | 7.0 | 3.5 |
| | 2.00 | 1.00 |
| SPECIFICATIONS OF KIOSKS (40 pts, 10 each) | 20.0 | 30.0 |
| Kiosk Design | 2.00 | 1.00 |
| Required Services | 1.00 | 2.00 |
| Proposed locations | 1.00 | 2.00 |
| Additional services and data usage agreement | 0.00 | 1.00 |
| PROPOSAL AMOUNT (20 pts) | 0.0 | 10.0 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component | 0.00 | 1.00 |
| Cost appropriate to scope of project | 0.00 | 0.00 |
| Advertising revenue commission provided to the city | 0.00 | 2.00 |
| PROJECT PLAN AND TIMELINE (15 pts) | 2.5 | 7.5 |
| Project plan | 0.00 | 0.00 |
| Timeline | 0.00 | 1.00 |
| Maintenance | 1.00 | 2.00 |
| DIVERSITY AND EEO (5 pts) | 5.0 | 5.0 |
| Diversity and EEO | 2.00 | 2.00 |
| Total Score | 46.00 | 68.00 |
| RANK | 2 | 1 |

Aejun JANAKIRAN

RFP response evaluation



Brian Platt

Kiosk RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| | Intersection | Smart City Media |
|---|--------------|------------------|
| REQUIRED FORMAT (13 pts) | 12.5 | 13.0 |
| Title page | 2.00 | 2.00 |
| Table of contents | 2.00 | 2.00 |
| Executive Summary | 2.00 | 2.00 |
| Background | 2.00 | 2.00 |
| Scope of Services | 2.00 | 2.00 |
| Organization | 2.00 | 2.00 |
| City Responsibilities | 2.00 | 2.00 |
| Staffing | 2.00 | 2.00 |
| Assumptions | 2.00 | 2.00 |
| Advertising Revenue and Proposal Amount | 2.00 | 2.00 |
| Project plan and timeline | 1.00 | 2.00 |
| References | 2.00 | 2.00 |
| Appendices/other | 2.00 | 2.00 |
| PRIOR EXPERIENCE AND REFERENCES (7 pts) | 7.0 | 7.0 |
| | 2.00 | 2.00 |
| SPECIFICATIONS OF KIOSKS (40 pts, 10 each) | 30.0 | 40.0 |
| Kiosk Design | 1.00 | 2.00 |
| Required Services | 1.00 | 2.00 |
| Proposed locations | 2.00 | 2.00 |
| Additional services and data usage agreement | 2.00 | 2.00 |
| PROPOSAL AMOUNT (20 pts) | 6.7 | 16.7 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component | 1.00 | 1.00 |
| Cost appropriate to scope of project | 1.00 | 2.00 |
| Advertising revenue commission provided to the city | 0.00 | 2.00 |
| PROJECT PLAN AND TIMELINE (15 pts) | 10.0 | 16.0 |
| Project plan | 1.00 | 2.00 |
| Timeline | 1.00 | 2.00 |
| Maintenance | 2.00 | 2.00 |
| DIVERSITY AND EEO (5 pts) | 5.0 | 5.0 |
| Diversity and EEO | 2.00 | 2.00 |
| Total Score | 71.17 | 96.67 |
| RANK | 2 | 1 |

INSTRUCTIONS:

Evaluate each proposal based upon the criteria listed in column A. Rate each element by assigning the proposal 0 (does not meet expectations), 1 (meets some expectations), or 2 (meets all expectations) in the column associated with the proposal. Do not fill in numbers in any of the grey or black cells. Proposals are ranked automatically.

Intersection

NJ transit advertiser since 2004
proposing 7 year, no cost deal
high quality materials and design
issue with free internet search
free calls?

the large screen isnt interactive, just the small one

14 locations, all appropriate, up to 50

outreach to local businesses

\$1500-\$6000 per kiosk per month ad revenue; \$18k-\$72k per kiosk per year; \$600k/year for 14

early termination fee of \$990,000 at end of year 5 (nothing if 7 years)

no specific timeline

Smart City Media

Large screen is interactive and touch activated

50 locations

additional functionality (pedestrian counts, security cameras, wifi, communication, etc)

35% of on screen time for ads

\$35,490 /kiosk per year (25% of gross revenue); \$425,880 per year

no cost installation

12 weeks to install

seems like a more effective device

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Networked Public Information Kiosks



I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Brian Platt

Print Name

A handwritten signature in black ink, appearing to be "B. Platt", is written over a horizontal line.

Signature

12/29/17

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

Kiosk RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| | Intersection | Smart City Media |
|---|--------------|------------------|
| REQUIRED FORMAT (13 pts) | 7.0 | 10.5 |
| Title page | 2.00 | 2.00 |
| Table of contents | 2.00 | 2.00 |
| Executive Summary | 1.00 | 1.00 |
| Background | 2.00 | 1.00 |
| Scope of Services | 1.00 | 2.00 |
| Organization | 1.00 | 2.00 |
| City Responsibilities | 1.00 | 2.00 |
| Staffing | 1.00 | 1.00 |
| Assumptions | 1.00 | 2.00 |
| Advertising Revenue and Proposal Amount | 1.00 | 2.00 |
| Project plan and timeline | 0.00 | 2.00 |
| References | 1.00 | 2.00 |
| Appendices/other | | |
| PRIOR EXPERIENCE AND REFERENCES (7 pts) | 3.5 | 7.0 |
| | 1.00 | 2.00 |
| SPECIFICATIONS OF KIOSKS (40 pts, 10 each) | 20.0 | 35.0 |
| Kiosk Design | 2.00 | 2.00 |
| Required Services | 1.00 | 2.00 |
| Proposed locations | 1.00 | 2.00 |
| Additional services and data usage agreement | 0.00 | 1.00 |
| PROPOSAL AMOUNT (20 pts) | 3.3 | 16.7 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component | 0.00 | 1.00 |
| Cost appropriate to scope of project | 1.00 | 2.00 |
| Advertising revenue commission provided to the city | 0.00 | 2.00 |
| PROJECT PLAN AND TIMELINE (15 pts) | 5.0 | 12.5 |
| Project plan | 0.00 | 2.00 |
| Timeline | 0.00 | 1.00 |
| Maintenance | 2.00 | 2.00 |
| DIVERSITY AND EEO (5 pts) | 0.0 | 2.5 |
| Diversity and EEO | 0.00 | 1.00 |
| Total Score | 38.83 | 84.17 |
| RANK | 2 | 1 |

Bernadette Luchyn

27-Dec-17

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Networked Public Information Kiosks



I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Bernadette Kucharczuk

Print Name

A handwritten signature in cursive script that reads "Bernadette Kucharczuk".

Signature

27 December 2017

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Networked Public Information Kiosks



I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

ARJUN JANAKIRAN
Print Name

[Signature]
Signature

12-29-17
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

CITY OF JERSEY CITY, NJ
DEPARTMENT:
PURPOSE: Networked Public Information Kiosks

REQUEST FOR PROPOSALS
DIVISION: Innovation
DUE DATE: 12/07/2017

FORM
B

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Hudson
I Am:
Term Of:


Upon My Oath, I Depose and Say:

1. That I executed the said proposal with full authority so to do;
2. That this proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this engagement;
3. That all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said engagement; and
4. That no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial selling agencies of the proposer (N.J.S.A.52:34-25).

Subscribed and Sworn to:

Before me this 6th Day

of Dec. 2017

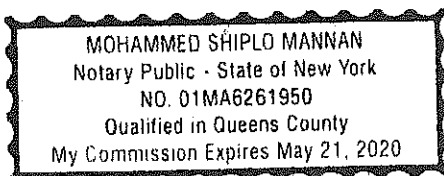


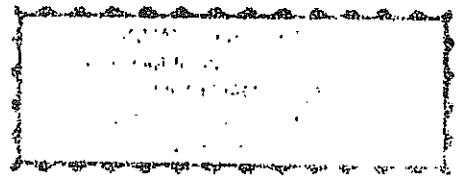
MICHAEL MAENTHOW
(Type or Print Name Affiant under Signature)



Notary Public

My Commission Expires: 05, 2020





STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Smart City Media, LLC

Organization Address: 54 West 40 Street, New York, NY 10018

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| Tom Touchet | 54 West 40 Street, New York, NY 10018 |
| | |
| | |
| | |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

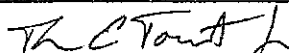
| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|---|--------|-----------------|
| Full Name (Print): | Tom Touchet | Title: | President & CEO |
| Signature: |  | Date: | 12/01/17 |

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Tom Touchet, President & CEO

Representative's Signature: [Signature]

Name of Company: Smart City Media

Tel. No.: 212-217-2787

Date: 12/01/17

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Sology Solutions
 Address : 850 E Arapaho Rd, Suite 210 Richardson, TX 75081
 Telephone No. : (972) 792-9300
 Contact Name : Ed Christmas

Please check applicable category :

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Sology Solutions
 Address: 850 E Arapaho Rd, Suite 210 Richardson, TX 75081
 Telephone No. : (972) 792-9300
 Contact Name: Ed Christmas

Please check applicable category:

X Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Sample Employee Information Report Form AA3

FORM
H

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT ILO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/purchase/contract-compliance/contract-compliance.html>

SECTION A - COMPANY IDENTIFICATION

| | | |
|--|--|--|
| 1. PID. NO. OR SOCIAL SECURITY 47-3158550 | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. AGRIC. <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 16 |
| 4. COMPANY NAME Smart City Media | | |
| 5. STREET 54 West 40 Street, | CITY New York | COUNTY New York |
| STATE New York | | ZIP CODE 10018 |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE | | |
| 7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT | | |
| 10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE | | |

| | | | |
|-------------------|---------------|-------------|-------------------------------|
| Official Use Only | DATE RECEIVED | ISSUED DATE | ASSIGNED CERTIFICATION NUMBER |
| | | | |

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. (DO NOT SIGN) AN ILO 1 REPORT.

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|--|---|----------------|------------------|--|----------|--------------|-------|----------|--------|----------|--------------|-------|----------|
| | COL. 1 TOTAL (COLS 2, 3, 4) | COL. 2 MALE | COL. 3 FEMALE | MALE | | | | | FEMALE | | | | |
| | | | | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/Managers | 3 | 2 | 1 | | | | | | | | | | |
| Professionals | 8 | 8 | | | | 1 | | | | | | 1 | |
| Technicians | | | | 1 | | | | | | | | | |
| Sales Workers | 4 | 3 | 1 | | | | | | | | | | |
| Office & Clerical | 1 | | 1 | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| TOTAL | 16 | 13 | 3 | | | 1 | | | | | | 1 | |
| Total employment from previous report (if any) | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

| | | |
|---|---|---|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED From To | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | |
|---|---|--------------------------|-----------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) Tom Touchet | SIGNATURE <i>Tom Touchet</i> | TITLE President & CEO | DATE MO DAY YEAR 12 01 2017 |
| 17. ADDRESS NO. & STREET 54 West 40 Street | CITY New York | COUNTY New York | STATE NY |
| ZIP CODE 10018 | PHONE (AREA CODE NO. EXTENSION) 212 - 217 - 2787 | | |

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert
Rev. 11-11

Print Form



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

| | | | |
|--------------------------------|----------------------------------|------------|-----------------|
| 1. FED. NO. OR SOCIAL SECURITY | 2. ASSIGNED CERTIFICATION NUMBER | ISSUE DATE | EXPIRATION DATE |
|--------------------------------|----------------------------------|------------|-----------------|

3. COMPANY NAME
Smart City Media

4. STREET 54 West 40 Street CITY New York COUNTY New York STATE NY ZIP CODE 10018

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE
 Tom Touchet *Tom Touchet* President CEO 12/01/17
 7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
 54 West 40 Street New York New York New York 10018 212-217 2787

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

| | |
|----------------|----------------------------|
| RECEIVED DATE: | DIVISION OF REVENUE RULE # |
|----------------|----------------------------|

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

| | | | |
|--------------------------------|----------------------------------|------------|-----------------|
| 1. FID. NO. OR SOCIAL SECURITY | 2. ASSIGNED CERTIFICATION NUMBER | ISSUE DATE | EXPIRATION DATE |
| | | | |

3. COMPANY NAME

Smart City Media

| | | | | |
|-------------------|----------|----------|-------|----------|
| 4. STREET | CITY | COUNTY | STATE | ZIP CODE |
| 54 West 40 Street | New York | New York | NY | 10018 |

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

| | | | |
|---|-----------------------|-----------------|---------------------|
| 6. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE | DATE MO DAY YEAR |
| Tom Touchet | <i>TH. C. Touchet</i> | President & CEO | 12 01 17 |

| | | | | | |
|-------------------------|----------|----------|----------|----------|-----------------------------------|
| 7. ADDRESS NO. & STREET | CITY | COUNTY | STATE | ZIP CODE | PHONE (AREA CODE, NO., EXTENSION) |
| 54 West 40th St | New York | New York | New York | 10018 | 212-217-2787 |

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

| | |
|----------------|----------------------------|
| RECEIVED DATE: | DIVISION OF REVENUE DLN #: |
| | |

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____

NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip Code _____

| JOB CATEGORIES | MALE | | | | | | FEMALE | | | | | |
|----------------------|-------|-------|----------|-----------|-------|----------|--------|-------|----------|-----------|-------|----------|
| | Total | Black | Hispanic | AM.Indian | Asian | Non-Min. | Total | Black | Hispanic | AM.Indian | Asian | Non-Min. |
| OFFICIALS & MANAGERS | | | | | | | | | | | | |
| PROFESSIONALS | | | | | | | | | | | | |
| TECHNICIANS | | | | | | | | | | | | |
| SALES WORKERS | | | | | | | | | | | | |
| OFFICE & CLERICAL | | | | | | | | | | | | |
| CRAFTWORKERS | | | | | | | | | | | | |
| OPERATIVES | | | | | | | | | | | | |
| LABORERS | | | | | | | | | | | | |
| SERVICE WORKERS | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | |

I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

SIGNATURE

DATE SUBMITTED

LAST FIRST MI

ADDRESS (NO. & STREET)

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

PLEASE REFER TO THE PREVIOUS
FORM AA302

CITY OF JERSEY CITY, NJ
DEPARTMENT:
PURPOSE: Networked Public Information Kiosks

REQUEST FOR PROPOSALS
DIVISION: Innovation
DUE DATE: 12/07/2017

CITY OF JERSEY CITY

PROJECT: Networked Public Information Kiosks

(an individual)

The undersigned is (a corporation) under the laws

(a partnership)

of the State of New York having offices

at 54 West 40 Street, New York NY 10018 and submits this proposal in

response to the City's RFP.

Signed: 

Name: Tom Touchet

Title: President & CEO

Company: Smart City Media

Address: 54 West 40 Street
New York, NY 10018

**CITY OF JERSEY CITY ADDENDUM
ACKNOWLEDGEMENT FORM REQUEST
FOR PROPOSALS FOR
NETWORKED PUBLIC INFORMATION KIOSKS**

The undersigned acknowledges receipt of the following addenda to the proposal document:

THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM SHOULD BE RETURNED WITH PROPOSAL PACKAGE; NOT TO BE SENT SEPARATELY

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive and proposal will be rejected. Acknowledged receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. 1 Dated 11/22/17

Addendum No. 2 Dated 11/22/17

Addendum No. _____ Dated _____

Name of Vendor: Smart City Media, LLC

Street Address: 54 West 40 Street

City, State, Zip: New York, NY 10018

Authorized Signature: TR C Tarrant

Date: 12/01/17 ✓

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

FORM

L

COMPANY NAME: Smart City Media, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name _____ Relationship to Bidder/Officer _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Officer Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Tom Touchet

Signature: 

Title: President & CEO

Date: 12/01/17



LETTER OF QUALIFICATION

December 1, 2017

**City of Jersey City
Jersey City Municipal Services Complex
13 Linden Avenue East, Suite 300
Jersey City, New Jersey 07305-4726**

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the City of Jersey City.

We affirm that the contents in our proposal is accurate, factual and complete to the best of our knowledge and is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

Tom Touchet, President & CEO

Smart City Media, LLC

Type Respondent Name and Title

Type Name of Company

Signature of Respondent

December 1, 2017

Date

CITY OF JERSEY CITY, NJ
DEPARTMENT:
PURPOSE: Networked Public Information Kiosks

REQUEST FOR PROPOSALS
DIVISION: Innovation
DUE DATE: 12/07/2017

SECTION 9: REQUIRED ADMINISTRATIVE FORMS

CITY OF JERSEY CITY PROJECT: Networked Public Information Kiosks

VENDOR: Smart City Media, LLC

VENDOR'S CHECKLIST

| Item | Vendor Initials | Administration Review |
|--|-----------------|-----------------------|
| A. Proposal* | SEM | |
| B. Non-Collusion Affidavit properly notarized | SEM | |
| C. Statement of Ownership Disclosure | SEM | |
| E. Mandatory Affirmative Action Language | SEM | |
| F. Americans with Disabilities Act | SEM | |
| G. MWBE Questionnaire | SEM | |
| H. Employee Information Report or Form AA302 or Letter of Federal Approval | SEM | |
| I. Business Registration Certificate | SEM | |
| J. Acknowledgment of Receipt of Addenda* | SEM | |
| K. Original signature(s) on all required forms. | SEM | |
| L. Disclosure of Investment Activities in Iran | SEM | |

Failure to include items marked with an asterisk () with the proposal will result in automatic rejection of the proposal.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

| | |
|----------------------------|---|
| Taxpayer Name: | SMART CITY MEDIA LLC |
| Trade Name: | SMART CITY MEDIA |
| Address: | 54 WEST 40TH STREET NEW YORK, NY 10018 |
| Certificate Number: | 2207553 |
| Effective Date: | February 13, 2018 |
| Date of Issuance: | February 15, 2018 |

For Office Use Only:

20180215094156819